Among the other factors is his affidavit in these proceedings dated the 24th of July in which he repeats some of his contempts (including one particularly offensive passage) and underlines them in red as being true. Another is his oral evidence when some of the more objectionable passages in the letter, which are not underlined in red in his affidavit, were put to him, and his answers that the allegations made therein are true. A third factor is the far from unequivocal character of his apologies and withdrawals — particularly in that part of his evidence which starts at the beginning and ends with the luncheon adjournment — which seemed to me to reveal a failure to appreciate his position. It is only because I was so strongly impressed by his failure in that regard that I have thought it right, in his interest, to refer to these matters now. They are not strictly relevant to my determination of this application. But they will be most relevant when the respondent comes before this Court to answer for his contempt. And before that happens I wish to leave no doubt in the minds of the respondent or his advisers that both by his affidavit and by his oral evidence he has, in my judgment, aggravated his contempt.

There must be an Order in terms of the Motion. Writ to lie in the Registry for 7 days. Liberty to apply. Question of costs reserved to Tuesday the 9th September at 10 a.m.

Order Accordingly.

LEE PIAH CHEE AND ANOTHER v. SIM CHAI SOON.

[App. Civil Juris. (Brown, J.) September 3, 1947]

Increase of Rent (Restriction) Ordinance 1939 Sections 8 and 15 — Premises sublet without previous consent of landlord — Meaning of "possession".

The first appellant in this case was the tenant of certain premises let to him by the respondent. He subsequently sublet it to the second appellant but without the written consent of the respondent. In an action for possession instituted by the respondent, in the District Court, judgment was given against the two appellants, who thereupon appealed.

Held, (1) that Sections 8 and 15 of the Increase of Rent (Restriction) Ordinance only apply to protect a tenant in possession and as the first appellant was not in actual possession he was not protected by the Ordinance; (2) that the second appellant was not protected as there was no priority of contract between him and the respondent — landlord nor was there any permission in writing for the premises to be sublet as was required by Section 4 of the Ordinance.

APPEAL from District Judge (Civil).

G. C. Toh for the Appellants.

D. S. Marshall for the Respondents.

Brown, J. in an oral judgment said:— The only ground of appeal left to be determined is the question whether the learned D. J. correctly interpreted sections 8 and 15 of the Ordinance in their application to this case. But it is well-established by the authorities that sections 8 and 15 only apply to protect a tenant who is in possession. The first appellant was not in possession. He was living in another part of the premises having let the material part to the 2nd appellant.

The 2nd appellant is not protected because there is no privity of contract between him and the plaintiff, nor was there any permission in writing for the premises to be sublet as is required by section 4 of the Ordinance.

The appeal must be dismissed with costs.

Appeal Dismissed.

ESTATE & TRUST AGENCIES (1927) LTD. v. SIM TENG CHEW.

[App. Civil Juris. (Murray-Aynsley, C.J.) August 26, 1947]

Increase of Rent (Restriction) Ordinance, Section 3 — Whether the Crown is bound by this Ordinance — Crown Lands Encroachments Ordinance.

The appellants, who were the executors and trustees of the Estate of Tan Cheng Kee (deceased) held a lease of the land in question in this case which expired in September, 1943. On this land had been erected theatres for the exhibition of cinematograph films. By the terms of the lease the appellants were entitled to remove the buildings before the expiration of the lease but the Japanese authorities did not permit it. After the expiration of the lease, the Japanese authorities issued a temporary occupation licence, and this practice continued after the re-occupation until it was determined on 30th January, 1947, subject to 7 days notice. Later a warrant for dispossession was issued by a Police Court against the appellant and against this order they appealed. It was argued for the appellants that the Crown was bound by the Increase of Rent (Restriction) Ordinances, and that therefore the appellants did not lose the protection given by these Ordinances to them as tenants in possession, even though an agreement is entered into which purports to convert the tenancy into a licence.

Held, that the Crown is not bound by the Increase of Rent (Restriction) Ordinance and that therefore the warrant for dispossession was rightly issued.

Cases referred to: —

(1) *Warren v. Smith (The Magdalen College Case)* 1 Rol. Rep. 151.
(2) *Smithett v. Blythe* 109 E.R. 876.
(3) *Hornsey v. Hennell* (1902) 2 K.B. 73.
(4) *Cooper v. Hawkins* (1904) 2 K.B. 164.
(5) *Gorton Local Board of Health v. Prison Commissioners (reported in* [1902] 2 K.B. 165 (n)).
(6) *Moore v. Smith* 120 E.R. 1034.
(7) *Attorney General for the Duchy of Lancaster v. Moresby* (1919) W.N. 69.